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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA

11 - 32674

CHAPTER 13 PLAN AND RELATED MOTIONS

Name of Debtor(s):	Michael R Pearson, Sr.	Case No:
This plan, dated Ap	oril 21, 2011 , is:	
	the <i>first</i> Chapter 13 plan filed in this case.	
	a modified Plan, which replaces the	
	□confirmed or □unconfirmed Plan dated.	

Date and Time of Modified Plan Confirming Hearing:

Place of Modified Plan Confirmation Hearing:

The Plan provisions modified by this filing are:

Creditors affected by this modification are:

NOTICE: YOUR RIGHTS WILL BE AFFECTED. You should read these papers carefully. If you oppose any provision of this Plan, or if you oppose any included motions to (i) value collateral, (ii) avoid liens, or (iii) assume or reject unexpired leases or executory contracts, you MUST file a timely written objection.

This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing.

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: \$1,889,289.48

Total Non-Priority Unsecured Debt: \$10,635.00

Total Priority Debt: **\$32,300.00**Total Secured Debt: **\$1,017,594.00**

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- **1. Funding of Plan.** The debtor(s) propose to pay the trustee the sum of \$1,660.00 Monthly for 60 months. Other payments to the Trustee are as follows: **NONE**. The total amount to be paid into the plan is \$ 99,600.00.
- **2. Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.
 - A. Administrative Claims under 11 U.S.C. § 1326.
 - 1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
 - 2. Debtor(s)' attorney will be paid \$ **2,674.00** balance due of the total fee of \$ **3,000.00** concurrently with or prior to the payments to remaining creditors.
 - B. Claims under 11 U.S.C. §507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

Creditor	Type of Priority	Estimated Claim	Payment and Term
VA Department of Taxation	Taxes and certain other debts	4,300.00	Prorata
			4 months

- 3. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.
 - A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan. The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u> <u>Collateral</u> <u>Purchase Date</u> <u>Est Debt Bal.</u> <u>Replacement Value</u>

B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

<u>Creditor</u> <u>Collateral Description</u> <u>Estimated Value</u> <u>Estimated Total Claim</u>

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C. Adequate Protection Payments.

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The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

Creditor	Collateral Description	Adeq. Protection Monthly Payment	To Be Paid By
-NONE-			

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, whichever is less, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.

Creditor	Collateral	Approx. Bal. of Debt or "Crammed Down" Value	Interest Rate	Monthly Paymt & Est. Term**
Chesterfield	4116 River Road, Chesterfield, VA	13,100.00	0%	Prorata
County	(Bendid Development LLC)	•		49 months
City of	Location: 912 Ridgecliff Drive,	9,000.00	0%	Prorata
Richmond/Real	Richmond, VA 23224			49 months
Estate		00 000 00	407	
Internal Revenue Service		28,000.00	4%	Prorata 49 months

E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

4. Unsecured Claims.

- B. Separately classified unsecured claims.

Creditor	Basis for Classification	Treatment
-NONE-		

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- 5. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term 2 6 7 4 Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).
 - A. **Debtor**(s) to make regular contract payments; arrears, if any, to be paid by Trustee. The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement.

Creditor	Collateral	Regular Contract Payment	Estimated Arrearage	Arrearage Interest Rate	Estimated Cure Period	Monthly Arrearage Payment
Bank of America	Location: 6304 Checkerberry	1,259.00	1,259.00	0%	49 months	Prorata
	Drive, Henrico, VA 23231 joint with Andre Brown					
BB & T	4116 River Road, Chesterfield, VA (Bendid Development LLC)	1,688.00	6,753.00	0%	49 months	Prorata
Car Max	2003 Ford Windstar, 80K	293.00	0.00	0%	0 months	
First Community Bank	Location: 912 Ridgecliff Drive, Richmond, VA 23224	475.00	500.00	0%	49 months	Prorata
Mercedes Benz Financial	2006 Mercedes S350, 66K	702.00	1,400.00	0%	49 months	Prorata
Ocwen	Location: 819 N. 26th St, Richmond, VA 23234	1,206.00	2,500.00	0%	49 months	Prorata
Vacommbank	Location: 3530 Evergreen Oak Court, Chesterfield, VA	1,399.00	0.00	0%	0 months	
Vacommbank	Location: 509 N. 26th St, Richmond, VA 23234	1,080.00	2,800.00	0%	49 months	Prorata
Vacommbank	Location: 1816 Idlewood Ave, Richmond, VA 23220	975.00	4,000.00	0%	49 months	Prorata

B. Trustee to make contract payments and cure arrears, if any. The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

		Regular			Monthly
		Contract	Estimated Interest	Term for	Arrearage
Creditor	<u>Collateral</u>	<u>Payment</u>	<u>Arrearage</u> <u>Rate</u>	Arrearage	Payment
NONE					

C. Restructured Mortgage Loans to be paid fully during term of Plan. Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

~		Interest	Estimated	
<u>Creditor</u>	<u>Collateral</u>	Rate	<u>Claim</u>	Monthly Paymt& Est. Term**
-NONE-				

- **6. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts and leases listed below.
 - A. Executory contracts and unexpired leases to be rejected. The debtor(s) reject the following executory contracts.

Creditor	Type of Contract
-NONE-	

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B. Executory contracts and unexpired leases to be assumed. The debtor(s) assume the following executory 2 6 7 4 contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

Creditor Type of Contract Arrearage For Arrears Cure Period

-NONE
Monthly
Payment Estimated
for Arrears
Cure Period

- 7. Liens Which Debtor(s) Seek to Avoid.
 - A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f). The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien. If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u> <u>Collateral</u> <u>Exemption Amount</u> <u>Value of Collateral</u>

B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f). The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u> <u>Type of Lien</u> <u>Description of Collateral</u> <u>Basis for Avoidance</u>

- 8. Treatment and Payment of Claims.
 - All creditors must timely file a proof of claim to receive payment from the Trustee.
 - If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
 - If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
 - The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- **9. Vesting of Property of the Estate.** Property of the estate shall revest in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.
- 10. Incurrence of indebtedness. The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.
- 11. Other provisions of this plan:

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Signatures:			11-32674
Dated: A	pril 21, 2011		
/s/ Michael I	R Pearson, Sr.		/s/ Linda D. Jennings, Attorney For The Debt Law Group
Michael R P Debtor	Pearson, Sr.		Linda D. Jennings, Attorney For The Debt Law Group Debtor's Attorney
Exhibits:	Copy of Debtor(s)' Bud Matrix of Parties Serve	get (Schedules I and J); d with Plan	
		Certificate of Service	
I cer Service List.	rtify that on	_, I mailed a copy of the foregoing	to the creditors and parties in interest on the attached
		/s/ Linda D. Jennings, Attorne Linda D. Jennings, Attorney F Signature	
		The Debt Law Group, Pllc 111 Highland Ave Colonial Heights, VA 23834	
		Address	
		804-520-2428	
		Telephone No.	

Ver. 09/17/09 [effective 12/01/09]

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B6I (Official Form 6I) (12/07)

In re	Michael R Pearson, Sr.		Case No.	11-32674
		Debtor(s)		

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPENDENTS OF DEP	STOR AND SP	OUSE		
Divorced	RELATIONSHIP(S): Son Son	AGE(S): 10 15			
Employment:	DEBTOR		SPOUSE		
Occupation	CEO				
Name of Employer	Mike's Bail Bonding				
How long employed	5 months				
Address of Employer	PO Box 269 Richmond, VA 23219				
INCOME: (Estimate of avera	age or projected monthly income at time case filed)		DEBTOR		SPOUSE
1. Monthly gross wages, salar	ry, and commissions (Prorate if not paid monthly)	\$	0.00	\$	N/A
2. Estimate monthly overtime		\$	0.00	\$	N/A
3. SUBTOTAL		\$	0.00	\$_	N/A
4. LESS PAYROLL DEDUC		Ф.	2.00	Ф	A.//A
a. Payroll taxes and socib. Insurance	al security	ş —	0.00	\$ <u></u>	N/A N/A
c. Union dues		ф —	0.00	\$ <u></u>	N/A N/A
d. Other (Specify):		ф —	0.00	\$ <u></u>	N/A N/A
d. Other (Specify).		\$	0.00	\$ <u></u>	N/A N/A
5. SUBTOTAL OF PAYROL	L DEDUCTIONS	\$	0.00	\$_	N/A
6. TOTAL NET MONTHLY	TAKE HOME PAY	\$	0.00	\$_	N/A
7. Regular income from opera	ation of business or profession or farm (Attach detailed statement)	\$	8,250.00	\$	N/A
8. Income from real property		\$	0.00	\$	N/A
9. Interest and dividends		\$	0.00	\$ _	N/A
dependents listed above	support payments payable to the debtor for the debtor's use or tha	t of \$	0.00	\$	N/A
11. Social security or government (Specify):		\$	0.00	\$	N/A
(Speeny).		\$ -	0.00	\$ -	N/A
12. Pension or retirement inco	ome	\$	0.00	\$ _	N/A
13. Other monthly income (Specify): See Deta	ailed Income Attachment	\$	5,650.00	\$_	N/A
14. SUBTOTAL OF LINES 7	7 THROUGH 13	\$	13,900.00	\$_	N/A
15. AVERAGE MONTHLY	INCOME (Add amounts shown on lines 6 and 14)	\$	13,900.00	\$_	N/A
16. COMBINED AVERAGE	MONTHLY INCOME: (Combine column totals from line 15)		\$	13,90	0.00

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

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B6I (Official Form 6I) (12/07)

In re	Michael R Pearson, Sr.	Case No.	1 1	-3	26	57	2
	Debtor(s)					, ,	

$\underline{\textbf{SCHEDULE I-CURRENT INCOME OF INDIVIDUAL DEBTOR(S)}}$

Detailed Income Attachment

Other Monthly Income:

Checkerberry property rent	\$	1,250.00	\$ N/A
Idlewood rent	\$	750.00	\$ N/A
Ridgecliff rent	<u> </u>	500.00	\$ N/A
819 N 26th rent	<u> </u>	1,350.00	\$ N/A
509 N 26th rent	<u> </u>	800.00	\$ N/A
Rent money from roommate	\$	1,000.00	\$ N/A
Total Other Monthly Income	\$	5,650.00	\$ N/A

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B6J (Official Form 6J) (12/07)

In re	Michael R Pearson, Sr.		Case No.	11-32674
		Debtor(s)	-	

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22		c monuny
☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Comple expenditures labeled "Spouse."	ete a separat	e schedule of
1. Rent or home mortgage payment (include lot rented for mobile home)	\$	1,399.00
a. Are real estate taxes included? Yes No	-	
b. Is property insurance included? Yes No X		
2. Utilities: a. Electricity and heating fuel	\$	300.00
b. Water and sewer	\$	40.00
c. Telephone	\$	100.00
d. Other trash	\$	20.00
3. Home maintenance (repairs and upkeep)	\$	0.00
4. Food	\$	300.00
5. Clothing	\$	30.00
6. Laundry and dry cleaning	\$	20.00
7. Medical and dental expenses	\$	50.00
8. Transportation (not including car payments)	\$	300.00
9. Recreation, clubs and entertainment, newspapers, magazines, etc.	\$	0.00
10. Charitable contributions	\$	0.00
11. Insurance (not deducted from wages or included in home mortgage payments)		
a. Homeowner's or renter's	\$	0.00
b. Life	\$	50.27
c. Health	\$	327.00
d. Auto	\$	196.49
e. Other	\$	0.00
e. Other	· 	
(Specify)	\$	0.00
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)		
a. Auto	\$	702.00
b. Other See Detailed Expense Attachment	\$	6,976.00
14. Alimony, maintenance, and support paid to others	\$	686.00
15. Payments for support of additional dependents not living at your home	\$	0.00
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$	300.00
17. Other	\$	0.00
Other	\$	0.00
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and,	\$	11,796.76
if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)		
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:		
	_	
20. STATEMENT OF MONTHLY NET INCOME		
a. Average monthly income from Line 15 of Schedule I	\$	13,900.00
b. Average monthly expenses from Line 18 above	\$	11,796.76
c. Monthly net income (a. minus b.)	\$	2,103.24

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B6J (Official Form 6J) (12/07) In re *Michael R Pears*

re	Michael R Pearson, Sr.		Case No	
		Debtor(s)		11-32674

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Detailed Expense Attachment

Other Installment Payments:

River Road mortgage	\$	1,688.00
Checkerberry mortgage	<u> </u>	1,259.00
509 N 26th street mortgage	<u> </u>	1,080.00
1816 Idlewood Ave mortgage	<u> </u>	975.00
912 Ridgecliff mortgage	<u> </u>	475.00
819 N 26th Street mortgage	<u> </u>	1,206.00
Ford Windstar payment	\$	293.00
Total Other Installment Payments	\$	6,976.00

11-32674

Bank of America Attn: Bankruptcy PO Box 26012 Greensboro, NC 27410

BB & T Attn: Bankruptcy Dept Po Box 1847 Wilson, NC 54221

Bb&t Po Box 1847 Wilson, NC 27894

Bellwood Federal Cr Un P.o. Box 34628 Richmond, VA 23234

Car Max Attn: Bankruptcy Po Box 440609 Kennesaw, GA 30160

Chesterfield County Treasurer's Office PO Box 70 Chesterfield, VA 23832

City of Richmond/Real Estate PO Box 105304 Atlanta, GA 30348

CJW Medical Center PO Box 740760 Cincinnati, OH 45274

First Community Bank 711 Gallimore Dairy Road High Point, NC 27265

I C System
Po Box 64378
Saint Paul, MN 55164

11-32674

Internal Revenue Service PO Box 7346 Philadelphia, PA 19101

International Debt Resolution 13809 Research Blvd Suite 800 Austin, TX 78750

Lowes PO Box 2918 Mission, KS 66201

Mercedes Benz Financial 36455 Corporate Dr Farmington Hills, MI 48331

Ocwen Attn: Bankruptcy Po Box 785057 Orlando, FL 32878

Receivable Management 7206 Hull Street Rd Ste Richmond, VA 23235

Ryan & Ames 5012 Monument Ave Suite 100 Richmond, VA 23230

Springleaf Financial S 9925 Hull Street Rd Richmond, VA 23236

VA Department of Taxation ATTN Bankruptcy 3600 W Broad St Richmond, VA 23230

Vacommbank P O Box 1777 Petersburg, VA 23805

11-32674

Weisfield Jewelers Attn: Bankruptcy Po Box 3680 Akron, OH 44309